

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

\* \* \*

NORTHROP GRUMMAN TECHNICAL )  
SERVICES, INC., an Oklahoma corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
TRAX INTERNATIONAL CORPORATION, a )  
Nevada corporation, )  
 )  
Defendant. )  
\_\_\_\_\_ )

Case No.: 2:11-cv-00244-RLH-RJJ

**ORDER**

(Motion for Temporary Restraining  
Order #2)

Before the Court is Plaintiff Northrop Grumman Technical Services, Inc.'s **Motion for Temporary Restraining Order (#2)**, filed February 14, 2011.

**BACKGROUND**

This dispute arises out of the alleged breach of a contract between Northrop and TRAX International Corporation. The following facts are as alleged by Northrop. Sometime in 2008 or before, Northrop and TRAX jointly prepared and submitted a bid to the United States Government (the "Government") for work to be done in relation to the Yuma Proving Ground (the "Project"). The Government awarded the contract to TRAX and TRAX then entered into a subcontract with Northrop as required by their prior contractual arrangement.



1           **A.     Likelihood of Irreparable Harm**

2           Northrop claims that it will be irreparably harmed if TRAX is permitted to hire  
3 away its 76 employees currently working on the Project. To support this contention, Northrop  
4 claims that most of these employees have over ten years of experience and some even have over 20  
5 years. Further, Northrop claims to have invested money and time in training these employees and  
6 helping them maintain certifications. Accordingly, Northrop claims that losing these employees  
7 would limit its ability to obtain future government contracts, at least in the near term.

8           The Court finds that these arguments are insufficient to show irreparable harm.  
9 Money damages are sufficient to recompense Northrop for the loss of any employees who chose to  
10 quit and begin working for TRAX because of the alleged breach of contract. Also, if Northrop can  
11 prove any other loss based on the alleged breach, such as a failure to obtain a separate contract,  
12 money damages will suffice.

13           Further, the irreparable harm must be imminent for the Court to grant a TRO.  
14 *Caribbean Marine Serv. Co., Inc. v. Baldridge*, 844 F.2d 668, 674 (9th Cir. 1988). Here, the  
15 hiring away of the employees may be imminent, but the possibility of losing future government  
16 contracts is not. Also, Northrop failed to show that the loss of any future contract was likely rather  
17 than merely possible. *See Winter*, 129 S. Ct. at 374. Since Northrop has failed to show a  
18 likelihood of irreparable harm, the Court denies the motion.

19           **B.     Public Interest**

20           Northrop also argues that enjoining TRAX from hiring away its employees is in the  
21 public interest. Northrop argues that it is in the public interest to promote a fair, competitive  
22 environment for government bidding and subcontracting. However, it would not be in the public  
23 interest for the Court to either force TRAX to maintain a business relationship that it no longer  
24 wants or to prevent Northrop's employees from joining TRAX and continuing the jobs that they  
25 have been doing for the last two years if they so desire.

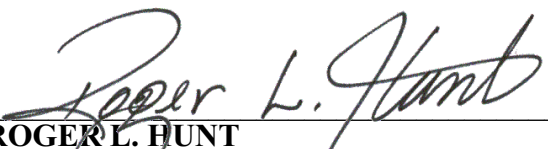
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**CONCLUSION**

Accordingly, and for good cause appearing,

IT IS HEREBY ORDERED that Plaintiff's Motion for Temporary Restraining  
Order (#2) is DENIED.

Dated: February 15, 2011.

  
**ROGER L. HUNT**  
Chief United States District Judge